SERFF Tracking Number:	PRTA-126407464	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	44389
Company Tracking Number:	PAT IPD-2130		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	IPD-2130		
Project Name/Number:	GMWB FA/IPD-2130		

Filing at a Glance

Company: Protective Life Insurance Company

Product Name: IPD-2130

TOI: A02I Individual Annuities- Deferred Non-Variable

Sub-TOI: A02I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PRTA-126407464 State: Arkansas

SERFF Status: Closed-Approved-Closed

Co Tr Num: PAT IPD-2130

State Tr Num: 44389

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Pat Van Keulen

Date Submitted: 12/21/2009

Disposition Date: 12/22/2009

Disposition Status: Approved-Closed

Implementation Date Requested: 05/31/2010

Implementation Date:

State Filing Description:

General Information

Project Name: GMWB FA

Project Number: IPD-2130

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: This filing has been submitted to our domiciliary state of Tennessee concurrently.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/22/2009

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 12/22/2009

Deemer Date:

Submitted By: Pat Van Keulen

Created By: Pat Van Keulen

Corresponding Filing Tracking Number: PRTA-126424808

Filing Description:

IPD-2130..... SecurePay® Lifetime Guaranteed Minimum Withdrawal Benefit Rider

IPD-2131..... SecurePay® Lifetime Guaranteed Minimum Withdrawal Benefit Rider

The listed forms are submitted for filing acknowledgement or prior approval as appropriate. The implementation date is May 31, 2010, or upon approval by your Department if later. The forms will not replace any forms currently in use by the

SERFF Tracking Number:	PRTA-126407464	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	44389
Company Tracking Number:	PAT IPD-2130		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	IPD-2130		
Project Name/Number:	GMWB FA/IPD-2130		

Company. They are being filed countrywide, and do not contain any unusual or possibly controversial items that vary from normal company or industry standards. They are in final laser print, subject only to minor modification in paper size, stock, ink, type face (but not font size), border, company logo and adaptation to computer printing, and subject to variable information as bracketed. Our Statement of Variability is provided.

A SUBSTANTIALLY IDENTICAL FILING IS SUBMITTED CONCURRENTLY FOR OUR AFFILIATE, WEST COAST LIFE INSURANCE COMPANY [NAIC # 70335] under the Corresponding Filing Tracking # shown above. The forms are different only in company particulars and form numbers.

The submitted forms are optional riders intended for use with the company's fixed deferred annuity contracts. They are identical except that form IPD-2130 references market value adjustment in conjunction with explanations of when withdrawal charges will apply, and will be used with contracts that include a market value adjustment. IPD-2131 will be used with contracts that do not include a market value adjustment. In each version, the rider provides a guaranteed withdrawal benefit with annual step-up and roll-up features. The rider may only be selected when the contract is purchased. The current annual cost is 35 basis points applied to a monthly average benefit base. The maximum rider cost will never exceed 100 basis points annually.

The lifetime guaranteed withdrawal benefit starts on a date selected by the contract owner, within the limits set by the rider. The owner is entitled to an annual withdrawal amount that may increase based on the annual roll-up percentage, but will not decrease provided the owner complies with applicable rider provisions. The annual withdrawal amount is available over the lifetime of one or two covered persons, regardless of the actual contract value at the time of the withdrawal.

The riders will be offered with products that are marketed to the general public on an individual basis by licensed producers through independent agents, banks and financial institutions, and other financial professionals such as planners and registered representatives of broker/dealers.

Thank you for your attention to this filing. If there are any questions, I can be reached in SERFF or at pat.vankeulen @ protective.com, or toll-free at 1-866-874-4001 x7856.

Company and Contact

Filing Contact Information

Pat Van Keulen, Filing Analyst

1707 North Randall Road, Suite 310

Elgin, IL 60123

Pat.VanKeulen@protective.com

847-930-7856 [Phone] 7856 [Ext]

847-930-8280 [FAX]

Filing Company Information

SERFF Tracking Number:	PRTA-126407464	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	44389
Company Tracking Number:	PAT IPD-2130		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	IPD-2130		
Project Name/Number:	GMWB FA/IPD-2130		

Protective Life Insurance Company	CoCode: 68136	State of Domicile: Tennessee
2801 Highway 280	Group Code: 458	Company Type:
Birmingham, AL 35223	Group Name:	State ID Number:
(800) 866-3555 ext. [Phone]	FEIN Number: 63-0169720	

Filing Fees

Fee Required?	Yes
Fee Amount:	$40.00
Retaliatory?	No
Fee Explanation:	$20 per rider x 2.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	$40.00	12/21/2009	32952848

SERFF Tracking Number:	PRTA-126407464	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	44389
Company Tracking Number:	PAT IPD-2130		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	IPD-2130		
Project Name/Number:	GMWB FA/IPD-2130		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/22/2009	12/22/2009

SERFF Tracking Number:	PRTA-126407464	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	44389
Company Tracking Number:	PAT IPD-2130		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	IPD-2130		
Project Name/Number:	GMWB FA/IPD-2130		

Disposition

Disposition Date: 12/22/2009
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	PRTA-126407464	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	44389
Company Tracking Number:	PAT IPD-2130		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	IPD-2130		
Project Name/Number:	GMWB FA/IPD-2130		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variable Information		Yes
Form	SecurePay® LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER		Yes
Form	SecurePay® LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER		Yes

SERFF Tracking Number:	*PRTA-126407464*
Filing Company:	*Protective Life Insurance Company*
Company Tracking Number:	*PAT IPD-2130*
TOI:	*A02I Individual Annuities- Deferred Non-Variable*
Product Name:	*IPD-2130*
Project Name/Number:	*GMWB FA/IPD-2130*

State:	*Arkansas*
State Tracking Number:	*44389*
Sub-TOI:	*A02I.002 Flexible Premium*

Form Schedule

Lead Form Number: IPD-2130

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IPD-2130	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SecurePay® LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER	Initial		58.000	IPD-2130 SecurePay Rider.pdf
	IPD-2131	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SecurePay® LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER	Initial		58.000	IPD-2131 SecurePay Rider.pdf

RIDER SCHEDULE

Contract # [AG333333333333]

Owner 1 Name: [John Doe]

Benefit Base on the Issue Date: [$1,000,000.00]

Benefit Cost on the Issue Date: [0.35] %

Maximum Benefit Cost: 1.00%

SecurePay® LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER
For Fixed Deferred Annuity Contracts

We are amending the Contract to which this rider is attached to add a lifetime Guaranteed Minimum Withdrawal Benefit ("GMWB", or "the Benefit"). The terms and conditions in this rider supersede any conflicting provision in the Contract until the rider is terminated. Contract provisions not expressly modified by this rider remain in full force and effect.

Lifetime Guaranteed Minimum Withdrawal Benefit: Subject to the terms and conditions of this rider, beginning on the Benefit Election Date and continuing on each Contract Anniversary thereafter during the lifetime of a Covered Person, you may take aggregate annual withdrawals from the Contract that do not exceed the Annual Withdrawal Amount regardless of the Contract Value at that time. Withdrawals from the Contract after the Benefit Election Date that meet the conditions in this rider are "*SecurePay* withdrawals".

DEFINITIONS

Annual Withdrawal Amount - The maximum amount that may be withdrawn from the Contract each Contract Year after the Benefit Election Date without reducing the Benefit Base.

Benefit Base - The amount determined according to the terms of this rider and used to calculate the Annual Withdrawal Amount and the monthly fee. The maximum Benefit Base is $5,000,000 (5 million dollars).

Benefit Election Date - The date as of which we first calculate the Annual Withdrawal Amount and the date on which *SecurePay* withdrawals may begin.

Benefit Period - The period of time between the Benefit Election Date, and the earlier of the Annuity Date or the rider termination date.

Contract Year - Any 12-month period beginning on the Contract's Issue Date.

Covered Person - The person or persons upon whose lives the benefits of this rider are based. There may not be more than two Covered Persons.

GMWB COST AND FEES

Benefit Cost - On the Issue Date, the annualized Benefit Cost as a percentage of the Benefit Base is shown in the 'Schedule' of this rider. We have the right to change the Benefit Cost at any time. The new Benefit Cost will be the Benefit Cost in effect on that date for that option but will never exceed 1.00% of the Benefit Base. We will notify you of the new Benefit Cost in writing at the address contained in our records not less than 30 days prior to the date on which the new Benefit Cost becomes effective.

You may avoid changes in the Benefit Cost. We must receive your Written Notice declining the change before the date the new Benefit Cost becomes effective. However if you decline a Benefit Cost change, both the *SecurePay* and *Roll-Up* Anniversary Values will equal $0 on all future Contract Anniversaries.

Monthly Fee – Each month while this rider is in force, we calculate the fee for this rider on the same day of the month as the Issue Date, or the last day of the month if that date does not occur during the month. We calculate the monthly fee using the formula:

$$\text{Monthly Fee} = [1 - (1 - Benefit\ Cost)^{1/12}] \times \text{ Benefit Base as of the calculation date.}$$

Deducting the Monthly Fee - We deduct the monthly fee from the Contract Value as of the date it is calculated and collect it from each Sub-Account in the same proportion that its value bears to the total Contract Value. Deduction of the monthly fee is a withdrawal for the purpose of determining the Contract Value, but we will not assess a withdrawal charge or apply the market value adjustment to these deductions. The monthly fee will not reduce the Benefit Base or any free withdrawal amount available.

<div align="center">

THE *SecurePay* WITHDRAWAL BENEFIT

</div>

Determining the Benefit Base Prior to the Benefit Election Date - On the Issue Date, the Benefit Base is equal to the initial Purchase Payment. Thereafter, we increase the Benefit Base dollar-for-dollar for Purchase Payments applied **[** before the second Contract Anniversary **]**, if any. We reduce the Benefit Base pro-rata for each withdrawal. The pro-rata reduction is the amount that reduces the Benefit Base in the same proportion that the withdrawal transaction reduced the Contract Value.

SecurePay **Anniversary Value –** Unless you have declined a Benefit Cost change, we calculate a *SecurePay* Anniversary Value for each Contract Anniversary. The *SecurePay* Anniversary Value is equal to the Contract Value as of that Anniversary minus Purchase Payments applied to the Contract on or after the 1st Contract Anniversary.

Roll-Up **Anniversary Value -** Unless you have declined a Benefit Cost change, we calculate a *Roll-Up* Anniversary Value for each of the first **[** 10 **]** Contract Anniversaries. The *Roll-Up* Anniversary Value is equal to the Benefit Base on that Contract Anniversary, plus the applicable Roll-up Amount. The Roll-up Amount is equal to **[** 7.2 **]** % of the Benefit Base on the prior Contract Anniversary, reduced proportionally by the amount that each withdrawal transaction since that date reduced the Contract Value.

Calculation of the *Roll-Up* Anniversary Value will stop on the earlier of the **[** 10th **]** Contract Anniversary or the Benefit Election Date.

The Benefit Base - On each Contract Anniversary, we compare the Benefit Base to the *SecurePay* Anniversary Value and the *Roll-Up* Anniversary Value (if one is calculated). The greatest of these will become the new Benefit Base as of that date.

Establishing the Benefit Election Date - You must establish the Benefit Election Date to start the Benefit Period and access *SecurePay* withdrawals. To establish the Benefit Election Date, you must send a Written Notice that instructs us to calculate the Annual Withdrawal Amount based on either one or two lives. The Benefit Election Date may not be earlier than the date on which the Covered Person (or the younger of the two Covered Persons) attains age **[** 62 **]** nor later than the Annuity Date.

We will not accept additional Purchase Payments on or after the Benefit Election Date. Therefore, any automatic Purchase Payment plan in effect on the Benefit Election Date will be terminated as of that date.

Any systematic withdrawal plan established prior to the Benefit Period will also terminate as of the Benefit Election Date.

Individuals Eligible to be a Covered Person - A Covered Person must be a living person who is either:

1. an Owner of the Contract; or,
2. if the spouse of the sole Owner of the Contract, the sole Primary Beneficiary.

If there is one Owner, the Owner is the Covered Person.

If there is one Owner and the sole Primary Beneficiary is the Owner's spouse, the Owner is the Covered Person if the Annual Withdrawal Amount is based on one life. If there is one Owner and the sole Primary Beneficiary is the Owner's spouse, both are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are married to each other, the older of the two is the Covered Person if the Annual Withdrawal Amount is based on one life. If there are two Owners and they are married to each other, both are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are not married to each other, only the older of the two is the Covered Person.

[Calculating the Annual Withdrawal Amount - We calculate the initial Annual Withdrawal Amount as of the Benefit Election Date.   The initial Annual Withdrawal Amount is equal to the Benefit Base on that date multiplied by the applicable GMWB withdrawal percentage. The GMWB withdrawal percentage depends upon the number of Covered Person(s). If there is one Covered Person, the GMWB withdrawal percentage is **[5.00]** %. If there are two Covered Persons, the GMWB withdrawal percentage is **[4.50]** %. **]**

During the Benefit Period, aggregate withdrawals in any Contract Year that do not exceed the Annual Withdrawal Amount do not reduce the Benefit Base.

We re-calculate the Annual Withdrawal Amount only on a Contract Anniversary and only if the Benefit Base changed since the prior Contract Anniversary. The new Annual Withdrawal Amount is equal to the Benefit Base on the Contract Anniversary multiplied by the GMWB withdrawal percentage established on the Benefit Election Date.

Accessing the Annual Withdrawal Amount - During the Benefit Period, you may request *SecurePay* withdrawals individually or instruct us to send you specific amounts periodically. Your Written Notice must include all the information necessary for us to complete and remit the requested amounts.

SecurePay withdrawals reduce the Contract Value in the same manner as withdrawals made prior to the Benefit Election Date. We do not assess withdrawal charges or the market value adjustment on aggregate withdrawals during a Contract Year that do not exceed the Annual Withdrawal Amount. However, *SecurePay* withdrawals reduce any free withdrawal that would otherwise be available.

The Annual Withdrawal Amount is not cumulative. You may take the entire Annual Withdrawal Amount each Contract Year, but if you do not, the remaining portion does not carry forward.

Excess Withdrawals - During the Benefit Period any portion of a withdrawal transaction that, when aggregated with all prior withdrawals during that Contract Year, exceeds the Annual Withdrawal Amount constitutes an excess withdrawal. We will not recalculate the Annual Withdrawal Amount until the next Contract Anniversary, so any subsequent withdrawal taken that Contract Year is also an excess withdrawal. We assess applicable withdrawal charges and apply the market value adjustment to excess withdrawals.

Each excess withdrawal results in an immediate reduction of the Benefit Base. If, immediately after the excess withdrawal, the Contract Value minus any non-excess portion of the withdrawal is greater than the Benefit Base, we reduce the Benefit Base by the amount of the excess withdrawal including applicable withdrawal charges and the market value adjustment. Otherwise, we reduce the Benefit Base by the same proportion that the excess portion of the withdrawal transaction reduced the Contract Value as of the date the excess withdrawal request was processed.   If the excess withdrawal transaction reduces the Contract Value to $0, the Contract will terminate as of that date.

If you have instructed us to send you all or a portion of the Annual Withdrawal Amount periodically in specific amounts, an excess or unscheduled withdrawal automatically terminates those periodic withdrawals. If any Contract Value remains after the excess withdrawal, you may resume periodic withdrawals beginning on the next Contract Anniversary based on the recalculated Annual Withdrawal Amount by sending us instructions in a Written Notice.

Death of a Covered Person After the Benefit Election Date - If the Annual Withdrawal Amount is based on the life of one Covered Person, this rider terminates upon the Covered Person's death. If the Annual Withdrawal Amount is based on the lives of two Covered Persons, this rider terminates upon the death of the last surviving Covered Person.

Spousal Continuation After the Benefit Election Date - The surviving spouse of a sole Covered Person who, pursuant to the Contract's 'Payment of the Death Benefit' provision continues the Contract and becomes the new sole Owner, may purchase a new *SecurePay* rider at the then current Benefit Cost, if we are offering it at that time. Only the surviving spouse is eligible to be a Covered Person under the new rider.

Annuity Date - You must begin periodic distributions of the entire interest in the Contract not later than the Annuity Date. If on the Annuity Date, the Benefit Period has begun but you are not taking the entire Annual Withdrawal Amount through periodic *SecurePay* withdrawals, we will begin monthly *SecurePay* withdrawals equal to 1/12 of the Annual Withdrawal Amount. You may change the frequency of these *SecurePay* withdrawals, but must take the entire Annual Withdrawal Amount available each Contract Year.

If this rider is in force on the latest Annuity Date offered under the Contract, in addition to the other Annuity Options available, you may select the Annuity Option that will pay monthly payments for life equal to 1/12 of the Annual Withdrawal Amount. If we have not received your Written Notice with the necessary information and proof of age for the Covered Person(s) by the Contract's latest Annuity Date and you have not selected an Annuity Option, we will begin monthly payments on that date. The monthly payments will be an amount equal to the greater of:

1. the Annual Withdrawal Amount as of that date divided by 12, where the Annual Withdrawal Amount is determined using the withdrawal percentage associated with One Covered Person for the life of the Owner (or Two Covered Persons if there are two Owners of the Contract); or,

2. the results of applying the Contract Value plus any applicable annuitization bonus in effect at that time to Annuity Option B with a 10-year Certain Period based on the life of the named Annuitant.
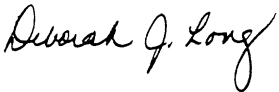
If we have not received your Written Notice with the information and proof of age for the Covered Person(s) by the latest Annuity Date but you have previously selected an Annuity Option, we will begin distributing the entire interest in the Contract according to the Annuity Option you have selected.

Termination - This rider, every benefit it provides, and deduction of the monthly fee terminate if:

1. you instruct us to terminate this rider more than 10 years after the Issue Date; or,
2. you instruct us to change a Covered Person after the Benefit Election Date; or,
3. you annuitize the Contract; or,
4. you send us any other instruction that terminates the Contract to which this rider is attached.

Signed for the Company and made a part of the Contract as of its Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY

Deborah J. Long
            Secretary

RIDER SCHEDULE

Contract # [AG333333333333]

Owner 1 Name: [John Doe]

Benefit Base on the Issue Date: [$1,000,000.00]

Benefit Cost on the Issue Date: [0.35] %

Maximum Benefit Cost: 1.00%

SecurePay® LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER
For Fixed Deferred Annuity Contracts

We are amending the Contract to which this rider is attached to add a lifetime Guaranteed Minimum Withdrawal Benefit ("GMWB", or "the Benefit"). The terms and conditions in this rider supersede any conflicting provision in the Contract until the rider is terminated. Contract provisions not expressly modified by this rider remain in full force and effect.

Lifetime Guaranteed Minimum Withdrawal Benefit: Subject to the terms and conditions of this rider, beginning on the Benefit Election Date and continuing on each Contract Anniversary thereafter during the lifetime of a Covered Person, you may take aggregate annual withdrawals from the Contract that do not exceed the Annual Withdrawal Amount regardless of the Contract Value at that time. Withdrawals from the Contract after the Benefit Election Date that meet the conditions in this rider are "*SecurePay* withdrawals".

DEFINITIONS

Annual Withdrawal Amount - The maximum amount that may be withdrawn from the Contract each Contract Year after the Benefit Election Date without reducing the Benefit Base.

Benefit Base - The amount determined according to the terms of this rider and used to calculate the Annual Withdrawal Amount and the monthly fee. The maximum Benefit Base is $5,000,000 (5 million dollars).

Benefit Election Date - The date as of which we first calculate the Annual Withdrawal Amount and the date on which *SecurePay* withdrawals may begin.

Benefit Period - The period of time between the Benefit Election Date, and the earlier of the Annuity Date or the rider termination date.

Contract Year - Any 12-month period beginning on the Contract's Issue Date.

Covered Person - The person or persons upon whose lives the benefits of this rider are based. There may not be more than two Covered Persons.

GMWB COST AND FEES

Benefit Cost - On the Issue Date, the annualized Benefit Cost as a percentage of the Benefit Base is shown in the 'Schedule' of this rider. We have the right to change the Benefit Cost at any time. The new Benefit Cost will be the Benefit Cost in effect on that date for that option but will never exceed 1.00% of the Benefit Base. We will notify you of the new Benefit Cost in writing at the address contained in our records not less than 30 days prior to the date on which the new Benefit Cost becomes effective.

You may avoid changes in the Benefit Cost. We must receive your Written Notice declining the change before the date the new Benefit Cost becomes effective. However if you decline a Benefit Cost change, both the *SecurePay* and *Roll-Up* Anniversary Values will equal $0 on all future Contract Anniversaries.

Monthly Fee – Each month while this rider is in force, we calculate the fee for this rider on the same day of the month as the Issue Date, or the last day of the month if that date does not occur during the month. We calculate the monthly fee using the formula:

$$\text{Monthly Fee} = [1 - (1 - \textit{Benefit Cost})^{1/12}] \times \text{Benefit Base as of the calculation date.}$$

Deducting the Monthly Fee - We deduct the monthly fee from the Contract Value as of the date it is calculated and collect it from each Sub-Account in the same proportion that its value bears to the total Contract Value. Deduction of the monthly fee is a withdrawal for the purpose of determining the Contract Value, but we will not assess a withdrawal charge on these deductions. The monthly fee will not reduce the Benefit Base or any free withdrawal amount available.

<div align="center">

THE *SecurePay* WITHDRAWAL BENEFIT

</div>

Determining the Benefit Base Prior to the Benefit Election Date - On the Issue Date, the Benefit Base is equal to the initial Purchase Payment. Thereafter, we increase the Benefit Base dollar-for-dollar for Purchase Payments applied before the first Contract Anniversary, if any. We reduce the Benefit Base pro-rata for each withdrawal. The pro-rata reduction is the amount that reduces the Benefit Base in the same proportion that the withdrawal transaction reduced the Contract Value.

SecurePay **Anniversary Value –** Unless you have declined a Benefit Cost change, we calculate a *SecurePay* Anniversary Value for each Contract Anniversary. The *SecurePay* Anniversary Value is equal to the Contract Value as of that Anniversary minus Purchase Payments applied to the Contract on or after the 1st Contract Anniversary.

Roll-Up **Anniversary Value -** Unless you have declined a Benefit Cost change, we calculate a *Roll-Up* Anniversary Value for each of the first **[10]** Contract Anniversaries. The *Roll-Up* Anniversary Value is equal to the Benefit Base on that Contract Anniversary, plus the applicable Roll-up Amount. The Roll-up Amount is equal to **[7.2]** % of the Benefit Base on the prior Contract Anniversary, reduced proportionally by the amount that each withdrawal transaction since that date reduced the Contract Value.

Calculation of the *Roll-Up* Anniversary Value will stop on the earlier of the **[10th]** Contract Anniversary or the Benefit Election Date.

The Benefit Base - On each Contract Anniversary, we compare the Benefit Base to the *SecurePay* Anniversary Value and the *Roll-Up* Anniversary Value (if one is calculated). The greatest of these will become the new Benefit Base as of that date.

Establishing the Benefit Election Date - You must establish the Benefit Election Date to start the Benefit Period and access *SecurePay* withdrawals. To establish the Benefit Election Date, you must send a Written Notice that instructs us to calculate the Annual Withdrawal Amount based on either one or two lives. The Benefit Election Date may not be earlier than the date on which the Covered Person (or the younger of the two Covered Persons) attains age **[62]** nor later than the Annuity Date.

We will not accept additional Purchase Payments on or after the Benefit Election Date. Therefore, any automatic Purchase Payment plan in effect on the Benefit Election Date will be terminated as of that date.

Any systematic withdrawal plan established prior to the Benefit Period will also terminate as of the Benefit Election Date.

Individuals Eligible to be a Covered Person - A Covered Person must be a living person who is either:

1. an Owner of the Contract; or,
2. if the spouse of the sole Owner of the Contract, the sole Primary Beneficiary.

If there is one Owner, the Owner is the Covered Person.

If there is one Owner and the sole Primary Beneficiary is the Owner's spouse, the Owner is the Covered Person if the Annual Withdrawal Amount is based on one life. If there is one Owner and the sole Primary Beneficiary is the Owner's spouse, both are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are married to each other, the older of the two is the Covered Person if the Annual Withdrawal Amount is based on one life. If there are two Owners and they are married to each other, both are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are not married to each other, only the older of the two is the Covered Person.

Calculating the Annual Withdrawal Amount - We calculate the initial Annual Withdrawal Amount as of the Benefit Election Date. The initial Annual Withdrawal Amount is equal to the Benefit Base on that date multiplied by the applicable GMWB withdrawal percentage. The GMWB withdrawal percentage depends upon the number of Covered Person(s). If there is one Covered Person, the GMWB withdrawal percentage is **[5.00]** %. If there are two Covered Persons, the GMWB withdrawal percentage is **[4.50]** %.

During the Benefit Period, aggregate withdrawals in any Contract Year that do not exceed the Annual Withdrawal Amount do not reduce the Benefit Base.

We re-calculate the Annual Withdrawal Amount only on a Contract Anniversary and only if the Benefit Base changed since the prior Contract Anniversary. The new Annual Withdrawal Amount is equal to the Benefit Base on the Contract Anniversary multiplied by the GMWB withdrawal percentage established on the Benefit Election Date.

Accessing the Annual Withdrawal Amount - During the Benefit Period, you may request *SecurePay* withdrawals individually or instruct us to send you specific amounts periodically. Your Written Notice must include all the information necessary for us to complete and remit the requested amounts.

SecurePay withdrawals reduce the Contract Value in the same manner as withdrawals made prior to the Benefit Election Date. We do not assess withdrawal charges on aggregate withdrawals during a Contract Year that do not exceed the Annual Withdrawal Amount. However, *SecurePay* withdrawals reduce any free withdrawal that would otherwise be available.

The Annual Withdrawal Amount is not cumulative. You may take the entire Annual Withdrawal Amount each Contract Year, but if you do not, the remaining portion does not carry forward.

Excess Withdrawals - During the Benefit Period any portion of a withdrawal transaction that, when aggregated with all prior withdrawals during that Contract Year, exceeds the Annual Withdrawal Amount constitutes an excess withdrawal. We will not recalculate the Annual Withdrawal Amount until the next Contract Anniversary, so any subsequent withdrawal taken that Contract Year is also an excess withdrawal. We assess applicable withdrawal charges on excess withdrawals.

Each excess withdrawal results in an immediate reduction of the Benefit Base. If, immediately after the excess withdrawal, the Contract Value minus any non-excess portion of the withdrawal is greater than the Benefit Base, we reduce the Benefit Base by the amount of the excess withdrawal including applicable withdrawal charges. Otherwise, we reduce the Benefit Base by the same proportion that the excess portion of the withdrawal transaction reduced the Contract Value as of the date the excess withdrawal request was processed.   If the excess withdrawal transaction reduces the Contract Value to $0, the Contract will terminate as of that date.

If you have instructed us to send you all or a portion of the Annual Withdrawal Amount periodically in specific amounts, an excess or unscheduled withdrawal automatically terminates those periodic withdrawals. If any Contract Value remains after the excess withdrawal, you may resume periodic withdrawals beginning on the next Contract Anniversary based on the recalculated Annual Withdrawal Amount by sending us instructions in a Written Notice.

Death of a Covered Person After the Benefit Election Date - If the Annual Withdrawal Amount is based on the life of one Covered Person, this rider terminates upon the Covered Person's death. If the Annual Withdrawal Amount is based on the lives of two Covered Persons, this rider terminates upon the death of the last surviving Covered Person.

Spousal Continuation After the Benefit Election Date - The surviving spouse of a sole Covered Person who, pursuant to the Contract's 'Payment of the Death Benefit' provision continues the Contract and becomes the new sole Owner, may purchase a new *SecurePay* rider at the then current Benefit Cost, if we are offering it at that time. Only the surviving spouse is eligible to be a Covered Person under the new rider.

Annuity Date - You must begin periodic distributions of the entire interest in the Contract not later than the Annuity Date. If on the Annuity Date, the Benefit Period has begun but you are not taking the entire Annual Withdrawal Amount through periodic *SecurePay* withdrawals, we will begin monthly *SecurePay* withdrawals equal to 1/12 of the Annual Withdrawal Amount. You may change the frequency of these *SecurePay* withdrawals, but must take the entire Annual Withdrawal Amount available each Contract Year.

If this rider is in force on the latest Annuity Date offered under the Contract, in addition to the other Annuity Options available, you may select the Annuity Option that will pay monthly payments for life equal to 1/12 of the Annual Withdrawal Amount. If we have not received your Written Notice with the necessary information and proof of age for the Covered Person(s) by the Contract's latest Annuity Date and you have not selected an Annuity Option, we will begin monthly payments on that date. The monthly payments will be an amount equal to the greater of:

1. the Annual Withdrawal Amount as of that date divided by 12, where the Annual Withdrawal Amount is determined using the withdrawal percentage associated with One Covered Person for the life of the Owner (or Two Covered Persons if there are two Owners of the Contract); or,

2. the results of applying the Contract Value plus any applicable annuitization bonus in effect at that time to Annuity Option B with a 10-year Certain Period based on the life of the named Annuitant.
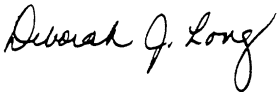
If we have not received your Written Notice with the information and proof of age for the Covered Person(s) by the latest Annuity Date but you have previously selected an Annuity Option, we will begin distributing the entire interest in the Contract according to the Annuity Option you have selected.

Termination - This rider, every benefit it provides, and deduction of the monthly fee terminate if:

1. you instruct us to terminate this rider more than 10 years after the Issue Date; or,
2. you instruct us to change a Covered Person after the Benefit Election Date; or,
3. you annuitize the Contract; or,
4. you send us any other instruction that terminates the Contract to which this rider is attached.

Signed for the Company and made a part of the Contract as of its Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY

Deborah J. Long
          Secretary

SERFF Tracking Number:	PRTA-126407464	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	44389
Company Tracking Number:	PAT IPD-2130		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	IPD-2130		
Project Name/Number:	GMWB FA/IPD-2130		

Supporting Document Schedules

		Item Status:	**Status Date:**
Satisfied - Item:	Flesch Certification		

Comments:
Attachment is our readability certification.

Attachment:
FLESCH IPD-2130 -2131.pdf

		Item Status:	**Status Date:**
Bypassed - Item:	Application		
Bypass Reason:	A policy is not being filed.		
Comments:			

		Item Status:	**Status Date:**
Satisfied - Item:	Statement of Variable Information		

Comments:
Attachment is our statement of variability.

Attachment:
StmtVariables IPD-2130 -2131.pdf

Protective Life Insurance Company

NAIC 458-68136
FEIN 63-0169720

READABILITY CERTIFICATION

Form Number	Form Title	Flesch Score
IPD-2130	*SecurePay*® **LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER for Fixed Deferred Annuity Contracts**	**58.01**
IPD-2131	*SecurePay*® **LIFETIME GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER for Fixed Deferred Annuity Contracts**	**58.55**

This is to certify that the forms listed in the above table (and the corresponding state variations) have achieved the required Flesch Reading Ease Test scores and comply with all applicable requirements.

Marc E. Cavadel, J.D., FLMI, AIRC, AAPA
AVP – Product Development
Protective Life Insurance Company

December 2, 2009
Date

Protective Life Insurance Company

STATEMENT OF VARIABLE INFORMATION FOR

SecurePay® **LIFETIME GUARANTEED MINIMUM WITHDRAWAL**
BENEFIT RIDERS IPD-2130 AND IPD-2131

for Fixed Deferred Annuity Contracts

December 15, 2009

Designation of Variable Material: The variable data fields in the filed forms are enclosed within [square brackets]. However, the square brackets imbedded in the Monthly Fee formula on Page 2 of the filed forms do not indicate a variable data field; they are mathematical symbols indicating the order of operations in the formula.

Forms Appearance: The appearance of the forms may vary in a non-material fashion depending upon factors including but not limited to: changes in print vendor, software or hardware configurations; typeface, style and font attributes, *but not font size*; paper stock and weight; and the presence or absence of color. The page numbering scheme may be varied to adjust for revisions to the text.

Description of Variable Material: Any company home and administrative office addresses and telephone numbers, and any company officer titles and names and signatures are variables as indicated by [square brackets] and are not listed field by field below. In the event of a change in an officer title, any new title utilized will be the title of an officer of the company.

Hypothetical data that may appear in the rider schedule is variable as indicated by [square brackets] and not listed field-by-field below. These items include the contract number and owner name, and benefit base on the issue date (which is equal to the initial purchase payment, subject to a maximum of $5,000,000.00).

PAGE 1 (RIDER SCHEDULE)

► **Benefit Cost on the Issue Date: [** 0.35% **]**

Description: *The annualized benefit cost, expressed as a percentage of the benefit base and used to calculate the monthly fee for the rider, as of the issue date. Appears in the rider schedule on Page 1.*
Range: *Will not be less than 0.25% nor greater than 1.00%. Within this range, will vary depending on the company's experience, and **will not change** for in-force riders.*
Criteria: *The field title is hard coded and will appear on all riders issued. The data field will be populated with the correct benefit cost as of the issue date.*

PAGE 2 (PURCHASE PAYMENTS THAT INCREASE THE BENEFIT BASE)

► **Determining the Benefit Base Prior to the Benefit Election Date - On the Issue Date, the Benefit Base is equal to the initial Purchase Payment. Thereafter, we increase the Benefit Base dollar-for-dollar for Purchase Payments applied before the [second Contract Anniversary], if any. We reduce the Benefit Base pro-rata for each withdrawal. The pro-rata reduction is the amount that reduces the Benefit Base in the same proportion that the withdrawal transaction reduced the Contract Value.**

Description: *The period during which purchase payments received increase the benefit base, expressed in terms of the limiting contract anniversary or contract months. Appears on page 2 and is associated with the 'Determining the Benefit Base Prior to the Benefit Election Date' provision.*
Range: *Will be the second contract anniversary except that if the rider is issued with a contract that limits purchase payments to a shorter period, then will be equal to the period in which purchase payments are accepted. This may be the first contract anniversary, or a number of contract months up to 24, and **will not change** for in-force riders.*
Criteria: *The provision is hard coded and will appear on all riders issued. The data field will be populated with the correct period as of the issue date.*

PAGE 2 (ROLL-UP PERIOD AND PERCENTAGE)

► **Roll-Up Anniversary Value - Unless you have declined a Benefit Cost change, we calculate a Roll-Up Anniversary Value for each of the first [10] Contract Anniversaries. The Roll-Up Anniversary Value is equal to the Benefit Base on that Contract Anniversary, plus the applicable Roll-up Amount. The Roll-up Amount is equal to [7.2%] of the Benefit Base on the prior Contract Anniversary, reduced proportionally by the amount that each withdrawal transaction since that date reduced the Contract Value.**

Calculation of the Roll-Up Anniversary Value will stop on the earlier of the [10th] Contract Anniversary or the Benefit Election Date.

Description: *The period during which a roll-up anniversary value is calculated on each anniversary, and the percentage used to calculate the roll-up anniversary value. Appear on page 2 and are associated with the 'Roll-Up Anniversary Value' provision.*
Range: *The roll-up period will never be less than 6 years, nor more than 12 years. The roll-up percentage will never be less than 6.0%, nor more than 12.0%. Within these ranges, will vary depending on the company's experience but **will not change** for in-force riders.*
Criteria: *The provision is hard coded and will appear on all riders issued. The data fields will be populated with the correct roll-up period and percentage as of the issue date.*

PAGE 2 (EARLIEST ALLOWED BENEFIT ELECTION DATE.)

► **Establishing the Benefit Election Date - You must establish the Benefit Election Date to start the Benefit Period and access *SecurePay* withdrawals. To establish the Benefit Election Date, you must send a Written Notice that instructs us to calculate the Annual Withdrawal Amount based on either one or two lives. The Benefit Election Date may not be earlier than the date on which the Covered Person (or the younger of the two Covered Persons) attains age [62] nor later than the Annuity Date.**

Description: *The earliest benefit election date that may be chosen, expressed as a minimum age of the covered person (younger covered person if there are two). Appears on page 2 and is associated with the 'Establishing the Benefit Election Date' provision.*
Range: *Will not be younger than age 59 ½ nor older than age 65. Within this range, will vary depending on the company's experience but **will not change** for in-force riders.*
Criteria: *The provision is hard coded and will appear on all riders issued. The data field will be populated with the correct age as of the issue date.*

PAGE 3 (GMWB WITHDRAWAL PERCENTAGES)

The first paragraph of the 'Calculating the Annual Withdrawal Amount' provision will be one of the following bullets depending on what the company is offering at the time (the version used will depend on whether the withdrawal percentage is based on age and the age bands).

► **VARIABLE A – not based on age:**

– We calculate the initial Annual Withdrawal Amount as of the Benefit Election Date. The initial Annual Withdrawal Amount is equal to the Benefit Base on that date multiplied by the applicable GMWB withdrawal percentage. The GMWB withdrawal percentage depends upon the number of Covered Person(s). If there is one Covered Person, the GMWB withdrawal percentage is [5.00%]. If there are two Covered Persons, the GMWB withdrawal percentage is [4.50%].

Description: *The GMWB withdrawal percentage used to calculate the annual withdrawal amount as will be shown in the rider if the percentage is not based on age but is based on the number of covered persons. Appears on Page 3 and is associated with the "Calculating the Annual Withdrawal Amount" provision.*
Range: *The withdrawal percentages will not be less than 4.00% nor more than 6.00%. The difference between the percentages associated with one and two covered persons will not be less than 0.25% nor more than 1.00%. Within these ranges, will vary depending on the company's experience but __will not change__ for in-force riders.*
Criteria: *The provision is hard coded and will appear on all riders issued. The data fields will be populated with the correct GMWB percentages as of the issue date.*

► **VARIABLE B – based on age with two age bands:**

 – We calculate the initial Annual Withdrawal Amount as of the Benefit Election Date. The initial Annual Withdrawal Amount is equal to the Benefit Base on that date multiplied by the applicable GMWB withdrawal percentage from the table below. The GMWB withdrawal percentage depends upon the number and age(s) of the Covered Person(s) on the Benefit Election Date.

GMWB WITHDRAWAL PERCENTAGES

Age of (younger) Covered Person on the Benefit Election Date	GMWB Withdrawal % (One Covered Person)	GMWB Withdrawal % (Two Covered Persons)
at least **[59 ½]** but less than **[85]** years old	**[4.50%]**	**[4.00%]**
[85] years old or more	**[5.25%]**	**[4.75%]**

Description: *The GMWB withdrawal percentage used to calculate the annual withdrawal amount as will be shown in the rider if the percentage is based on the number of covered persons and on the covered person's age on the Benefit Election Date (younger covered person if there are two), and there are two age bands. Appears on Page 3 and is associated with the "Calculating the Annual Withdrawal Amount" provision.*
Ranges: *The minimum age in line 1 of the table will be the earliest benefit election date that may be chosen, expressed as a minimum age of the covered person (younger covered person if there are two). This variable is explained in the __EARLIEST ALLOWED BENEFIT ELECTION DATE__ section of this statement. The maximum age in line 1 will not be less than age 75 nor more than age 90.   The age in line 2 of the table will be equal to the maximum age in line 1. The withdrawal percentages will not be less than 4.00% nor more than 6.00%. The difference between the percentages associated with one and two covered persons, will not be less than 0.25% nor more than 1.00%. Within the described ranges, will vary depending on the company's experience but __will not change__ for in-force riders.*
Criteria: *The main table title and column headings are hard coded and will appear on all riders issued. The table rows will be populated with the correct ages and withdrawal percentages as of the issue date.*

► **VARIABLE C – based on age with three age bands:**

– We calculate the initial Annual Withdrawal Amount as of the Benefit Election Date. The initial Annual Withdrawal Amount is equal to the Benefit Base on that date multiplied by the applicable GMWB withdrawal percentage from the table below. The GMWB withdrawal percentage depends upon the number and age(s) of the Covered Person(s) on the Benefit Election Date.

GMWB WITHDRAWAL PERCENTAGES

Age of (younger) Covered Person on the Benefit Election Date	GMWB Withdrawal % (One Covered Person)	GMWB Withdrawal % (Two Covered Persons)
at least [59 ½] but less than [75] years old	[4.50%]	[4.00%]
at least [75] but less than [85] years old	[5.00%]	[4.50%]
[85] years old or more	[5.50%]	[5.00%]

Description: *The GMWB withdrawal percentage used to calculate the annual withdrawal amount as will be shown in the rider if the percentage is based on the number of covered persons and on the covered person's age on the Benefit Election Date (younger covered person if there are two), and there are three age bands. Appears on Page 3 and is associated with the "Calculating the Annual Withdrawal Amount" provision.*

Ranges: *The minimum age in line 1 of the table will be the earliest benefit election date that may be chosen, expressed as a minimum age of the covered person (younger covered person if there are two). This variable is explained in the **EARLIEST ALLOWED BENEFIT ELECTION DATE** section of this statement. The maximum age in line 1 will not be less than age 70 nor more than age 80. The minimum age in line 2 of the table will be equal to the maximum age in line 1. The maximum age in line 2 of the table will not be less than age 80 nor more than age 90. The age in line 3 of the table will be equal to the maximum age in line 2. The withdrawal percentages will not be less than 4.00% nor more than 6.00%. The difference between the percentages associated with one and two covered persons, will not be less than 0.25% nor more than 1.00%. Within the described ranges, will vary depending on the company's experience but **will not change** for in-force riders.*

Criteria: *The main table title and column headings are hard coded and will appear on all riders issued. The table rows will be populated with the correct ages and withdrawal percentages as of the issue date.*

CERTIFICATION

The Company certifies to the following:

The final form issued will not contain brackets denoting variable text.

The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.

Only text included in this Statement of Variability will be used on the referenced forms.

Any changes to variable text or permissible range of values will be submitted for approval prior to implementation.

Marc E. Cavadel, J.D., FLMI, AIRC
AVP – Product Development
Protective Life Insurance Company
December 15, 2009